

Untitled

Lynchburg Circuit Court
Office of the Clerk
P. O. Box 4
Lynchburg, VA 24505

CLERK'S OFFICE U.S. DIST. COURT
AT LYNCHBURG, VA
FILED

OCT 13 2016

JULIA C. DUDLEY, CLERK
BY: *Christina*
DEPUTY CLERK

6:16cv57

Page 1

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF LYNCHBURG

Mr. Gary K. Miller, Sr.

Plaintiff,

v.

Case # Unknown

Lincoln Financial Group

CL 16-623

Defendant.

COMPLAINT

Comes Now Mr. Gary K. Miller, Sr. through Counsel requesting this Honorable Court find that Lincoln Financial Group did breach a contractual agreement between Mr. Gary K. Miller Sr. and the Lincoln Financial Group.

In support of Mr. Gary K. Miller, Sr.'s legal position, Counsel Cites the following:

Count 1-Breach of Contract

1. On February 28th, 1994 Mr. Gary K.. Miller, Sr. entered into a contract with Lincoln Financial Group, hereafter referred to as "LFG", to provide Mr. Miller, Sr. with a whole life insurance policy with a Disability Rider. See Exhibit A.
2. The Rider agreement between LFG and Mr. Gary K. Miller specifically stated that in the event Mr. Miller became disabled, and upon proof provided by Mr. Miller Sr., LFG would then pay Mr. Miller Srs. life insurance premiums for the period indicated in coverage his life. See Also Exhibit A.
3. Mr. Miller, who became disabled on or around December 1, 2011, submitted documents to LFG, indicating he had become disabled, but the company never honored the Rider agreement, instead claiming that Mr. Miller Srs. Life insurance policy was valueless, that he needed to be underwritten to a new policy, and claiming he never submitted proper proof of his disability. See Also Exhibit B.
4. LFG never reinstated Mr. Miller, Sr. to any additional life insurance policy. See Exhibit B
5. On or around March 21, 2012, the insurance policy became valueless as Lincoln Financial Invested poorly, leading to a total loss of the policy premiums. See Also Exhibit B.

Wherefore, as a result of the Contractual agreement between the parties, the breach of that agreement by LFG, Mr. Gary K. Miller Sr. has suffered irreparable damages by the willful breach of contract by LFG. The replacement policy offered was at a rate Mr. Miller could not afford and he was unable to obtain a like policy on the open market. Since the breach of contract occurred, Mr. Miller Sr. has been uninsured.

As a result of the breaching party not honoring the Rider agreement, Mr. Miller has suffered financial loss, damages that are incalculable, and suffered the loss of financial peace in the event of his death. Due to the egregious nature of the breach, we also seek punitive damages. Every breach of contract gives the injured party a right to damages against the party in breach. U.S. v. Winstar Corp., 518 U.S. 839, 116 S.Ct. 2432 (1996).

Count II-Breach of Fiduciary Responsibility

1. Mr. Miller's policy was canceled after LFG and its agent, Patrick Horne learned of Mr. Miller, Srs. disability.
2. Mr. Horne, without cause, withheld Mr. Miller Srs. insurance premium payment for a period of at least two weeks before returning such payment back to Mr. Miller, Sr.
3. Mr. Horne's refusal to submit such premiums caused Mr. Gary Miller's policy to be canceled for non-payment reasons according to LFG.
4. The undue delay and subsequent refusal to submit such payment premiums to LFG amount to negligence and constitute a serious breach of fiduciary responsibility, as Mr. Horne was an agent of LFG tasked with servicing Mr. Miller's policy.
5. Furthermore, Mr. Miller's twenty year payment to the policy were invested in a fund that issued no returns, wasn't monitored by company agents, and was squandered without explanation or notice to Mr. Miller until the policy had a negative value.

Count III-Negligence

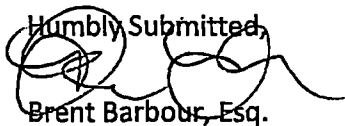
1. Mr. Horne, an agent of LFG, had a duty to turn over all policy premium payments submitted by LFG's insured parties to the company.
2. Mr. Horne, upon breaching his responsibility to submit the policy premium to LFG, failed in his duty as an agent of LFG and failed to serve the interests of Mr. Miller.
3. That failure to submit the policy premium, in part, played a significant role in causing Mr. Miller's policy to be canceled.
4. As a result of the failure to submit the policy premium, Mr. Miller suffered loss of insurance for an extended period of time, financial loss, financial peace of mind and incalculable damages.

After a period of close to 20 years of paying premiums to LFG, Mr. Miller Sr.'s disability, and the fact that LFG refused to honor a policy underwritten by LFG, Mr. Miller Sr. seeks a monetary award in the amount of \$122,000.

We ask for \$72,000 which is estimated to be the replacement value of the premiums Mr. Miller would have been entitled to if the Rider agreement would have been honored up until Mr. Miller's 80th birthday or death, and we ask this Court for an award of an additional \$50,000 for punitive damages for the breach and for attorney fees as Mr. Miller comes to the Court with clean hands and in no way played a part in having to seek legal recourse for the breaching party's actions.

Wherefore, we pray that judgment be entered against LFG for an amount of \$122,000 and we ask the Court to entertain any and all other relief as the Court sees fit.

Humbly Submitted,



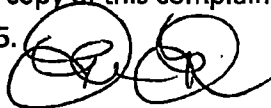
Brent Barbour, Esq.

Virginia Bar #86467

434-420-5990

Certificate of Service

I, Brent Barbour, Esq. do solemnly swear that I have mailed first class USPS, a true and exact copy of this complaint to LFG at 9030 Stony Point Parkway, Ste. 590, Richmond, Virginia 23235.



VALIDATE CASE PAPERS
RCPT : 16000016667
DATE : 08/17/16 TIME: 14:53
CASE : 680016000823-DG
ACCT : MILLER, GARY K SR
AMT. : \$308.00

Lincoln Financial Group

Universal Life UL3
Form 88-135
Flexible Premium Adjustable
Endowment at Age 95
Life Insurance Illustration

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

Presented by: Lincoln Financial Group - VDD
Issued 02/28/1994

Benefit(s)
UNIVERSAL LIFE
Disability Waiver

Class
Non-Tobacco-User
Protection
\$150,000 B-Level

Age
40M
40M
Yr Issue
1
1
Yrs Run
55
25

The initial illustrated premium is \$308.87 paid monthly.

END OF YEAR PROJECTED VALUES

Yr	Premium End			Loan Repaymt	Interest Credited To Loan	Interest Charged To Loan	Net Cost	Total Loan	Based On Guaranteed Charges And Interest At 4.50%			Based On Non-Guar Current Charges And Int At 4.50%		
	Outlay For Yr	Of Withdrwl For Yr							Surr Value	Policy Value	Death Benefit	Surr Value	Policy Value	Death Benefit
	Year	Age	Year											
19	3398	59		0	199	321	122	4707	1609	6316	142257	2252	6960	142257
20	3706	60		0	215	376	161	5083	3144	8227	141881	4532	9616	141881
21	3706	61		0	229	229	0	5312	4936	10248	141652	7082	12394	141652
22	3706	62		0	239	239	0	5551	6654	12205	141413	9673	15224	141413
23	3706	63		0	250	250	0	5801	8275	14077	141163	12289	18091	141163
24	3706	64		0	261	261	0	6063	9767	15830	140901	14952	21016	140901
25	3706	65		0	273	273	0	6336	11099	17435	140628	17667	24003	140628
26	3706	66		0	285	285	0	6621	12462	19084	140343	20545	27166	140343
27	3706	67		0	298	298	0	6919	13620	20540	140045	23454	30374	140045
28	3706	68		0	312	312	0	7231	14540	21771	139733	26404	33636	139733
29	3706	69		0	326	326	0	7557	15185	22742	139407	29357	36914	139407
30	3706	70		0	340	340	0	7897	15509	23407	139067	32369	40267	139067
31	3706	71		0	356	356	0	8253	15441	23694	138711	35393	43647	138711
32	3706	72		0	372	372	0	8625	14891	23516	138339	38453	47078	138339
33	3706	73		0	388	388	0	9013	13740	22753	137951	41533	50546	137951
34	3706	74		0	406	406	0	9419	11836	21256	137545	44638	54057	137545
35	3706	75		0	424	424	0	9843	9004	18848	137121	47762	57606	137121
36	3706	76		0	443	443	0	10287	5057	15345	136677	50898	61186	136677
37	2886@	77		0	463	463	0	10750	0	0	0	53281	64031	136214
38	2169@	78		0	484	484	0	11234	0	0	0	54854	66089	135730
39	2169@	79		0	506	506	0	11740	0	0	0	56289	68030	135224
40	2169@	80		0	529	529	0	12269	0	0	0	57562	69832	134695
41	2169@	81		0	553	553	0	12822	0	0	0	58541	71363	134142
42	2169@	82		0	578	578	0	13399	0	0	0	59314	72714	133565
43	2169@	83		0	604	604	0	14003	0	0	0	59815	73819	132961
44	2169@	84		0	631	631	0	14634	0	0	0	59941	74576	132330
45	2169@	85		0	659	659	0	15293	0	0	0	59664	74958	131671
46	2169@	86		0	689	689	0	15982	0	0	0	58831	74813	130982
47	2169@	87		0	720	720	0	16702	0	0	0	57479	74181	130262
48	2169@	88		0	752	752	0	17454	0	0	0	55320	72774	129510
49	2169@	89		0	786	786	0	18240	0	0	0	52272	70512	128724

Based on Guaranteed values the coverage expires in year 37 month 11.

@ The premium has been decreased in order to comply with IRS Guidelines.

Non-guaranteed benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the Company. Actual results may be more or less favorable.

This is an illustration, not a contract, and is not complete without all pages.

Lincoln Financial Group

Universal Life UL3 Form 88-135 Flexible Premium Adjustable Endowment at Age 95 Life Insurance Illustration

Prepared for: **GARY K MILLER SR**
Male Age 40

Policy Number **JP4294798**

Presented by: **Lincoln Financial Group - VDD**
Issued **02/28/1994**

END OF YEAR PROJECTED VALUES

Yr	Premium End		Loan Repaymt	Interest		Net Cost	Total Loan	Based On Guaranteed Charges			Based On Non-Guar Current		
	Outlay For Year	Of Withdrwl For Year		Or Credited To Loan	Interest Charged To Loan			And Surr Value	Interest At Policy Value	At 4.50% Death Benefit	Charges Surr Value	And Int At Policy Value	Current At 4.50% Death Benefit
50	2169@ 90		0	822	822	0	19062	0	0	0	48279	67341	127902
51	2169@ 91		0	859	859	0	19920	0	0	0	43142	63063	127044
52	2169@ 92		0	897	897	0	20817	0	0	0	36467	57285	126147
53	2169@ 93		0	938	938	0	21755	0	0	0	27739	49494	125209
54	2169@ 94		0	980	980	0	22735	0	0	0	16286	39022	124229
55	2169@ 95		0	1024	1024	0	23759	0	0	0	743	24503	123205

Based on Guaranteed values the coverage expires in year 37 month 11.

@ The premium has been decreased in order to comply with IRS Guidelines.

Non-guaranteed benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the Company. Actual results may be more or less favorable.

This is an illustration, not a contract, and is not complete without all pages.

IMPORTANT NOTICE:

We are happy to provide inforce illustrations as a courtesy to our customers. Please recognize that illustrations do not change the terms of your existing policy. If you discover an informational error in the illustration, we can supply a correct one. Contact your Lincoln Financial Group at 1-800-467-1448.

Prepared for: **GARY K MILLER SR**
Male Age 40

Policy Number **JP4294798**

Presented by: **Lincoln Financial Group - VDD**
Issued **02/28/1994**

EXPLANATION OF ILLUSTRATED BENEFITS

Universal Life UL3

A universal life insurance product that combines life insurance protection with a policy value that earns interest on a tax-deferred basis. There is no fixed premium requirement. You may vary the amount and timing of your payments, within certain minimum and maximum premium limits. You may increase the amount of life insurance protection (subject to evidence of insurability) or decrease it (subject to minimums) after the policy has been in force one year. Withdrawals of policy value or decreases in life insurance protection may generate taxable income.

This policy has been assumed by The Lincoln National Life Insurance Company.

The above assumes \$ 4,467.46 as the beginning fund balance and assumes \$ 12,072.93 as the total premiums paid, less any withdrawals, to date and begins showing premiums as of the next premium due date on or after 3/21/2012.
The above assumes a loan balance of \$4,386.07.

Activity

Yr 14 mth 4, 3036.00 decrease in insurance amount; occurring 1 year.

Disability Waiver Benefit Rider

In the event that you become totally disabled for a period of at least four or more consecutive months and such disability occurs before the policy anniversary nearest your 65th birthday, this rider provides that monthly deductions for insurance costs, administrative fees and the costs of any other benefits or coverages will be waived for the period indicated below.

1. If your disability begins before age 60, monthly deductions will be waived while you are disabled.
2. If your disability begins between ages 60 and 63, monthly deductions will be waived while you are disabled up to age 65.
3. If your disability begins between ages 63 and 65, monthly deductions due during the next 24 months will be waived while you are disabled.

The policy value remains intact during your disability and continues to accumulate on a tax-deferred basis at the interest rate then in effect. Deductions made during the initial four-month waiting period will be restored to the policy value. The cost for this benefit is deducted monthly from the policy value.

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

Presented by: Issued 02/28/1994

Lincoln Financial Group - VDD

DEFINITIONS OF IMPORTANT TERMS

Class: This illustration assumes the policy is issued with the following classification(s):

Client: Non-Tobacco-User

The actual underwriting class will be assigned when the application is reviewed in accordance with the Company's underwriting standards. If the policy's actual underwriting class differs from that shown above, premiums and/or values will vary from those illustrated. If so, you will receive a revised illustration.

Protection: The amount of insurance provided by each illustrated benefit and rider. See the Explanation of Illustrated Benefits page of this illustration for more information. Death Benefit Option B is a level death benefit option. Under this option, the amount payable at death is the larger of the policy face amount or a percentage of the policy value. At higher ages, depending upon the policy value which has accumulated, the death benefit can exceed the face amount.

Age: The covered individual's age as of the birthday nearest the issue date of the benefit or rider.

Yr Issue: The policy year in which the benefit or rider coverage begins.

Yrs Run: The number of policy years for which the benefit or rider coverage continues.

Expiration Year(s): Based on illustrated premiums, guaranteed charges and guaranteed interest, coverage will cease in the policy year shown beneath the "Guaranteed Death Benefit" column. Assuming illustrated premiums, current charges and current interest rate, coverage will cease in the year shown beneath the "Non-Guaranteed Current Death Benefit" column.

GENERAL INFORMATION

Non-Guaranteed Values

This illustration assumes that the currently illustrated non-guaranteed elements will continue unchanged for all years shown. This is not likely to occur, and actual results may be more or less favorable than those shown. If actual results are less favorable, the policy owner may need to pay higher premiums than those shown, or resume premium outlays during years in which zero premium outlay is shown.

7-Pay Premium

This in-force illustration does not test for the Modified Endowment Contract (MEC) limitation. Such testing was done when the policy was originally issued and will be re-done at the Home Office at the time of any change. Under current tax law, premiums that exceed the MEC limit could subject the policy to taxation of cash withdrawals or loans.

Tax Advice

This illustration does not provide tax advice. We recommend you discuss the tax implications of this policy with your tax advisor.

This illustration was prepared for presentation in Virginia.

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

Presented by: Lincoln Financial Group - VDD
Issued 02/28/1994

DEFINITIONS OF COLUMN HEADINGS

Yr: The policy year or duration since issue of the policy.

Premium Outlay for Year: The total premium assumed to be paid each policy year. There is no fixed premium requirement, but there are upper and lower premium limits. The following premiums are based on the illustrated coverage amount at issue; later changes to the policy's benefits, whether illustrated or not, may alter the policy's premium limits.

The upper premium limit is the sum of Guideline Level Premiums for all years to that point or the Guideline Single Premium, whichever is greater. Guidelines are limits imposed by the Internal Revenue Service to prevent the policy from losing the tax advantages of life insurance.

For the first 180 policy months, the minimum monthly premium is the higher of \$.00 or the amount required to maintain a positive policy value. After 180 policy months, the minimum premium is the amount required to maintain a positive surrender value.

You may vary the amount and timing of your planned premium payments as long as the minimum premium requirements are met. This may include the termination of premium payments if policy values are sufficient to pay policy charges.

Charges will be deducted from the policy value in all years. The policy value must be adequate to cover all charges if the policy is to remain in force.

End of Yr Age: The insurance age, which is the insured's age as of the birthday nearest the policy's issue date, plus the number of years since issue.

Withdrwl for Year: The amount of cash disbursement from the policy value in the year shown.

Loan or Repayment: The amount borrowed from the policy value, or if a negative number the amount of debt repaid, in the year shown. Loans are illustrated as of the beginning of the year.

Interest Charged to Loan; Interest Credited to Loan: The interest charged on policy loans is 8% per annum and that portion of the policy value is currently being credited with 4.50%, for a 3.50% net cost. Beginning in policy year 11, up to 10% of the net policy value may be borrowed each year as a "Preferred Loan" with a "zero net cost" feature. The interest rate charged and credited on Preferred Loans is equal to the guaranteed interest rate. After 20 policy years, all policy values are available with the zero net cost feature.

Net Cost: The difference between the interest charged and credited to the loan in the year shown.

Total Loan: The total amount of policy debt including interest accumulated through the year shown.

Surrender Value: The amount of money the policy owner can receive at the end of the year shown by canceling the policy. The surrender value is equal to the policy value minus any surrender charge and any policy loans.

Surrender values reflect loan activity as shown on the Loan Summary.

Policy Value: The amount of the policy's fund at the end of the year shown. The policy's interest credits are based on this amount.

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

Presented by: Lincoln Financial Group - VDD
Issued 02/28/1994

DEFINITIONS OF COLUMN HEADINGS

Death Benefit: The amount payable assuming the death of the primary insured at the end of the policy year shown.

Death benefits reflect loan activity as shown on the Loan Summary.

At age 95, the company will pay to the insured an endowment benefit equal to the surrender value.

Based On Guaranteed Charges and Interest at 4.50%: The amount charged for life insurance coverage is limited to the maximum amount per \$1,000 printed in the policy. The interest rate credited on policy values cannot be less than 4.50% per year. The Surrender Value, Policy Value and Death Benefit in this section assume that the maximum charges apply and that only the guaranteed interest rate is credited for all projected years.

Based On Non-Guaranteed Current Charges and Interest at 4.50%: The Surrender Value, Policy Value and Death Benefit in this section are not guaranteed. They assume that the current charges for life insurance coverage and the illustrated interest rate continue unchanged for all years shown. This is not likely to occur. The assumptions on which these values are based are subject to change by the Company. Actual results may be more or less favorable.

The Company currently charges less for life insurance coverage than the maximum amount per \$1,000 printed in the policy.

Lincoln Financial Group

**Universal Life UL3
Form 88-135
Flexible Premium Adjustable
Endowment at Age 95
Life Insurance Illustration**

Prepared for: **GARY K MILLER SR**
Male Age 40

Policy Number **JP4294798**

Presented by: **Lincoln Financial Group - VDD**
Issued **02/28/1994**

STATEMENTS TO BE SIGNED

Owner/Applicant

I have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Owner/Applicant Signature

Date

Agent

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

Agent Signature

Date

Presented by: **Lincoln Financial Group - VDD, Infor**
100 N Greene Street
Greensboro, NC 27401

Home Office: **The Lincoln National Life Insurance Company**
100 North Greene Street
P.O. Box 21008
Greensboro, NC 27420

Signed illustration must be submitted with application.

Exhibit B

COMMONWEALTH OF VIRGINIA

JACQUELINE K. CUNNINGHAM
COMMISSIONER OF INSURANCE
STATE CORPORATION COMMISSION
BUREAU OF INSURANCE



P.O. BOX 1157
RICHMOND, VIRGINIA 23218
TELEPHONE: (804) 371-9741
TDD/VOICE: (804) 371-9206
www.scc.virginia.gov/boi

July 8, 2015

Gary K. Miller
208 Chesterfield Rd
Lynchburg VA 24502-2731

File Number: 91164

Dear Mr. Miller:

This letter is in follow up to your recent inquiry to our office regarding Patrick Horne, and your information to him regarding your disability, and your disability policy through Lincoln National Life Insurance Company (Lincoln National). We have reviewed the responses from the agent and from Lincoln National, and can now offer the following.

Lincoln National maintains its position in regard to your previous complaint matter, and that your policy became over loaned and was no longer able to sustain the same amount of premium that you continued to submit. The company further maintains that you did have a Disability Waiver Benefit Rider on your policy, subject to the terms of the Rider. The Rider states that upon receipt of "due proof of the total disability of the Insured, the monthly deductions for this policy will be waived. The company; however, never received any documentation about your disability.

In regard to the agent's statement, Mr. Horne states that you never told him about your disability. More specifically, his exact words are "One thing I can say with conviction is that I want you to please let the record reflect this person never told me about any kind of "Disability" – impending, existing or otherwise – ever." It is important to note that your statement and Mr. Horne's statement are not in agreement; as such, we are not certain of the facts regarding this matter and our office cannot make a determination. Please also realize that matters relating to statements of fact are handled in a court of law, and not by this office. To pursue matters regarding the agent's statement, please contact an attorney and be guided by any legal advice provided.

Mr. Miller, we spoke on the phone, and it appears that your disability occurred prior to January 2014, or prior to the lapse in your policy. Lincoln National indicates that they are sending disability forms out for you and your doctor to complete; however, if you have not received the forms by the time you receive this letter please contact our office. Lincoln National's response implied that the policy lapsed before your disability; however, this is questionable at this time.

Our review is now complete; however, please submit the disability forms to our office as soon as possible. We trust that we have been of assistance to you.

Sincerely,

Billie D. White
Billie D. White, FLMI, AIE, ACS
Senior Insurance Market Examiner
Life and Health Division
Telephone No. (804) 371-9393
Toll-Free (877) 310-6560
Fax (804) 371-9944

COVER SHEET FOR FILING CIVIL ACTIONS

COMMONWEALTH OF VIRGINIA

Case No.

(CLERK'S OFFICE USE ONLY)

Lynchburg Circuit Court
GARY MILLER, Sr. v. Lincoln Financial Group
 PLAINTIFF(S) DEFENDANT(S)

I, the undersigned ☐ plaintiff ☐ defendant ☐ attorney for ☐ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

Subsequent Actions

- ☐ Claim Impleading Third Party Defendant
☐ Monetary Damages
☐ No Monetary Damages
☐ Counterclaim
☐ Monetary Damages
☐ No Monetary Damages
☐ Cross Claim
☐ Interpleader
☐ Reinstatement (other than divorce or driving privileges)
☐ Removal of Case to Federal Court

Business & Contract

- ☐ Attachment
☐ Confessed Judgment
☒ Contract Action
☐ Contract Specific Performance
☐ Detinue
☐ Garnishment

Property

- ☐ Annexation
☐ Condemnation
☐ Ejectment
☐ Encumber/Sell Real Estate
☐ Enforce Vendor's Lien
☐ Escheatment
☐ Establish Boundaries
☐ Landlord/Tenant
☐ Unlawful Detainer
☐ Mechanics Lien
☐ Partition
☐ Quiet Title
☐ Termination of Mineral Rights

Tort

- ☐ Asbestos Litigation
☐ Compromise Settlement
☒ Intentional Tort
☐ Medical Malpractice
☐ Motor Vehicle Tort
☐ Product Liability
☐ Wrongful Death
☐ Other General Tort Liability

ADMINISTRATIVE LAW

- ☐ Appeal/Judicial Review of Decision of (select one)
☐ ABC Board
☐ Board of Zoning
☐ Compensation Board
☐ DMV License Suspension
☐ Employee Grievance Decision
☐ Employment Commission
☐ Local Government
☐ Marine Resources Commission
☐ School Board
☐ Voter Registration
☐ Other Administrative Appeal

DOMESTIC/FAMILY

- ☐ Adoption
☐ Adoption - Foreign
☐ Adult Protection
☐ Annulment
☐ Annulment - Counterclaim/Responsive Pleading
☐ Child Abuse and Neglect - Unfounded Complaint
☐ Civil Contempt
☐ Divorce (select one)
☐ Complaint - Contested*
☐ Complaint - Uncontested*
☐ Counterclaim/Responsive Pleading
☐ Reinstatement - Custody/Visitation/Support/Equitable Distribution
☐ Separate Maintenance
☐ Separate Maintenance Counterclaim

WRITS

- ☐ Certiorari
☐ Habeas Corpus
☐ Mandamus
☐ Prohibition
☐ Quo Warranto

PROBATE/WILLS AND TRUSTS

- ☐ Accounting
☐ Aid and Guidance
☐ Appointment (select one)
☐ Guardian/Conservator
☐ Standby Guardian/Conservator
☐ Custodian/Successor Custodian (UTMA)
☐ Trust (select one)
☐ Impress/Declare
☐ Reformation
☐ Will (select one)
☐ Construe
☐ Contested

MISCELLANEOUS

- ☐ Appointment (select one)
☐ Church Trustee
☐ Conservator of Peace
☐ Marriage Celebrant
☐ Bond Forfeiture Appeal
☐ Declaratory Judgment
☐ Declare Death
☐ Driving Privileges (select one)
☐ Reinstatement pursuant to § 46.2-427
☐ Restoration - Habitual Offender or 3rd Offense
☐ Expungement
☐ Firearms Rights - Restoration
☐ Forfeiture of U.S. Currency
☐ Freedom of Information
☐ Injunction
☐ Interdiction
☐ Interrogatory
☐ Judgment Lien-Bill to Enforce
☐ Law Enforcement/Public Official Petition
☐ Name Change
☐ Referendum Elections
☐ Sever Order
☐ Taxes (select one)
☐ Correct Erroneous State/Local
☐ Delinquent
☐ Vehicle Confiscation
☐ Voting Rights - Restoration
☐ Other (please specify)

☒ Damages in the amount of \$ 122,000 are claimed.

DATE Brent BARBOUR

PRINT NAME 700 12th Street

ADDRESS/TELEPHONE NUMBER OF SIGNATOR Lynchburg VA 24504

EMAIL ADDRESS OF SIGNATOR (OPTIONAL) Brentbarbour@gmail.com

☒ PLAINTIFF ☐ DEFENDANT ☐ ATTORNEY FOR ☐ PLAINTIFF ☐ DEFENDANT

*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF LYNCHBURG

GARY K. MILLER, SR.,

Plaintiff,

v.

LINCOLN FINANCIAL GROUP,

Defendant.

Case No.: CL 16-623

NOTICE FILING OF NOTICE OF REMOVAL

Please take notice that Defendant The Lincoln National Life Insurance Company, incorrectly named as "Lincoln Financial Group," by and through its attorney, has filed a Notice of Removal of the above-styled matter in the United States District Court for the Western District of Virginia, Lynchburg Division, in accordance with the provisions of 28 U.S.C. §§ 1332 and 1441(b), on the 4th day of October 2016. Attached hereto and made a part hereof is a true copy of the Notice of Removal.

This the 4th day of October, 2016.

Respectfully submitted,



Whit D. Pierce
VA Bar No. 82520
SMITH MOORE LEATHERWOOD LLP
300 N. Greene Street, Suite 1400
Greensboro, North Carolina 27401
Telephone: (336) 378-5200
Facsimile: (336) 378-5400
E-mail: whit.pierce@smithmoorelaw.com
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on October 4th, 2016, I served counsel for all parties by depositing a copy of the foregoing Notice of Filing of Notice of Removal in the United States mail, first class, postage prepaid, addressed to the following counsel of record as follows:

Brent Barbour
700 12th Street
Lynchburg, VA 24504
Attorney for Plaintiff



Whit D. Pierce
VA Bar No. 82520
Attorney for Defendant

FILED IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF THE CITY OF LYNCHBURG

DATE 10/4/16 TIME 1:53p M.

TESTE: EUGENE C. WINGFIELD, CLERK

BY: JMM Dep. Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Lynchburg Division**

GARY K. MILLER, SR.,

Plaintiff,

v.

LINCOLN FINANCIAL GROUP

Defendant.

NOTICE OF REMOVAL

Civil Action No.: _____

JURY TRIAL DEMANDED

Pursuant to 28 U.S.C. § 1441 and 28 U.S.C. § 1446, Defendant The Lincoln National Life Insurance Company ("Lincoln"), incorrectly named as "Lincoln Financial Group," hereby gives notice of the removal of this cause of action from the Circuit Court for the City of Lynchburg, Virginia, to the United States District Court for the Western District of Virginia. In support of this Notice of Removal, Lincoln shows the Court as follows:

1. On or about August 17, 2016, Plaintiff Gary K. Miller, Sr. ("Plaintiff") filed a Complaint against Lincoln in the Circuit Court for the City of Lynchburg, Virginia. The action is entitled Mr. Gary K. Miller, Sr. v. Lincoln Financial Group, Civil Action No. CL 16-623.
2. Upon information and belief, Plaintiff is a citizen and resident of Lynchburg, Virginia.
3. Lincoln is an Indiana corporation with its principal place of business in Radnor, Pennsylvania.
4. The Complaint seeks damages in an amount of \$122,000.
5. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) based on complete diversity of citizenship because: (1) there is complete diversity of

citizenship between Plaintiff and Lincoln; and (2) the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

6. Accordingly, this action is removable under 28 U.S.C. § 1441 because: (1) this Court has original jurisdiction under 28 U.S.C. § 1332(a) based on complete diversity of citizenship, and (2) Lincoln is not a citizen of Virginia.

7. This action was served on Lincoln on or after September 13, 2016. Thus, the thirtieth day following service of the Summons and Complaint is on or after October 13, 2016. Accordingly, Lincoln is timely removing this action in accordance with 28 U.S.C. § 1446(b).

8. Venue is appropriate in the Western District of Virginia pursuant to 28 U.S.C. § 1441(a) because Lynchburg, the place where this action is pending, is located in the Western District of Virginia.

9. Pursuant to 28 U.S.C. § 1446(d), promptly after the filing of this Notice of Removal in the United States District Court for the Western District of Virginia, Lincoln will give notice of the filing of this Notice of Removal to the Circuit Court for the City of Lynchburg, Virginia, and to Plaintiff through his attorney.

10. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of all process, pleadings, and orders served upon Lincoln in this action is attached hereto as Exhibit A.

WHEREFORE, Defendant The Lincoln National Life Insurance Company prays that the action now pending against it proceed in this Court as an action properly removed.

This the 4th day of October, 2016.

/s/ Whit D. Pierce
Whit D. Pierce
VA Bar No. 82520
N.C. State Bar No. 46327

SMITH MOORE LEATHERWOOD LLP
300 N. Greene Street, Suite 1400
Greensboro, North Carolina 27401
Telephone: (336) 378-5200
Facsimile: (336) 378-5400
E-mail: whit.pierce@smithmoorelaw.com

*Attorney for Defendant The Lincoln National Life
Insurance Company*

CERTIFICATE OF SERVICE

I hereby certify that on October 4th, 2016, I electronically filed the foregoing **NOTICE OF REMOVAL** with the Clerk of Court using the CM/ECF and served counsel for all parties by depositing a copy in the United States mail, first class, postage prepaid, addressed to the following counsel of record as follows:

Brent Barbour
700 12th Street
Lynchburg, VA 24504
Attorney for Plaintiff

/s/ Whit D. Pierce
Whit D. Pierce
*Attorney for Defendant The Lincoln National
Life Insurance Company*

FILED IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF THE CITY OF LYNCHBURG
DATE 10/4/16 TIME 1:53p M.
TESTE: EUGENE C. WINGFIELD, CLERK
BY: JMM Dep. Clerk

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff Campbell
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Brent Barbour
700 12th Street
Lynchburg, VA 24504

Attorneys (If Known)
Whit D. Pierce
300 N. Greene Street, Suite 1400
Greensboro, NC 27401

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1441 and 1332

Brief description of cause:
Breach of contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE
10/04/2016

SIGNATURE OF ATTORNEY OF RECORD
/s/Whit D. Pierce

FOR OFFICE USE ONLY

RECEIPT # 0423-2543230

Case 6:16-cv-00057-NKM Document 10 Filed 10/04/16 Page 1 of 2 Pageid#: 5

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

COMMONWEALTH OF VIRGINIA



LYNCHBURG CIRCUIT COURT
Civil Division
900 COURT STREET P. O. BOX 4
LYNCHBURG VA 24505
(434) 455-2620

Summons

To: LINCOLN FINANCIAL GROUP
9030 STONY POINT PARKWAY
STE 590
RICHMOND VA 23235


Case No. 680CL16000623-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Wednesday, August 17, 2016

Clerk of Court: EUGENE C. WINGFIELD

by 
(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name: BARBOUR, BRENT

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF LYNCHBURG

Mr. Gary K. Miller, Sr.

Plaintiff,

v.

Case # Unknown

Lincoln Financial Group

CL 16-623

Defendant.

COMPLAINT

Comes Now Mr. Gary K. Miller, Sr. through Counsel requesting this Honorable Court find that Lincoln Financial Group did breach a contractual agreement between Mr. Gary K. Miller Sr. and the Lincoln Financial Group.

In support of Mr. Gary K. Miller, Sr.'s legal position, Counsel Cites the following:

Count 1-Breach of Contract

1. On February 28th, 1994 Mr. Gary K. Miller, Sr. entered into a contract with Lincoln Financial Group, hereafter referred to as "LFG", to provide Mr. Miller, Sr. with a whole life Insurance policy with a Disability Rider. See Exhibit A.
2. The Rider agreement between LFG and Mr. Gary K. Miller specifically stated that in the event Mr. Miller became disabled, and upon proof provided by Mr. Miller Sr., LFG would then pay Mr. Miller Srs. life Insurance premiums for the period indicated in coverage his life. See Also Exhibit A.
3. Mr. Miller, who became disabled on or around December 1, 2011, submitted documents to LFG, indicating he had become disabled, but the company never honored the Rider agreement, instead claiming that Mr. Miller Srs. Life Insurance policy was valueless, that he needed to be underwritten to a new policy, and claiming he never submitted proper proof of his disability. See Also Exhibit B.
4. LFG never reinstated Mr. Miller, Sr. to any additional life insurance policy. See Exhibit B
5. On or around March 21, 2012, the Insurance policy became valueless as Lincoln Financial Invested poorly, leading to a total loss of the policy premiums. See Also Exhibit B.

Wherefore, as a result of the Contractual agreement between the parties, the breach of that agreement by LFG, Mr. Gary K. Miller Sr. has suffered irreparable damages by the willful breach of contract by LFG. The replacement policy offered was at a rate Mr. Miller could not afford and he was unable to obtain a like policy on the open market. Since the breach of contract occurred, Mr. Miller Sr. has been uninsured.

As a result of the breaching party not honoring the Rider agreement, Mr. Miller has suffered financial loss, damages that are incalculable, and suffered the loss of financial peace in the event of his death. Due to the egregious nature of the breach, we also seek punitive damages. Every breach of contract gives the injured party a right to damages against the party in breach. U.S. v. Winstar Corp., 518 U.S. 839, 116 S.Ct. 2432 (1996).

Count II-Breach of Fiduciary Responsibility

1. Mr. Miller's policy was canceled after LFG and its agent, Patrick Horne learned of Mr. Miller, Sr.'s disability.
2. Mr. Horne, without cause, withheld Mr. Miller Sr.'s insurance premium payment for a period of at least two weeks before returning such payment back to Mr. Miller, Sr.
3. Mr. Horne's refusal to submit such premiums caused Mr. Gary Miller's policy to be canceled for non-payment reasons according to LFG.
4. The undue delay and subsequent refusal to submit such payment premiums to LFG amount to negligence and constitute a serious breach of fiduciary responsibility, as Mr. Horne was an agent of LFG tasked with servicing Mr. Miller's policy.
5. Furthermore, Mr. Miller's twenty year payment to the policy were invested in a fund that issued no returns, wasn't monitored by company agents, and was squandered without explanation or notice to Mr. Miller until the policy had a negative value.

Count III-Negligence

1. Mr. Horne, an agent of LFG, had a duty to turn over all policy premium payments submitted by LFG's insured parties to the company.
2. Mr. Horne, upon breaching his responsibility to submit the policy premium to LFG, failed in his duty as an agent of LFG and failed to serve the interests of Mr. Miller.
3. That failure to submit the policy premium, in part, played a significant role in causing Mr. Miller's policy to be canceled.
4. As a result of the failure to submit the policy premium, Mr. Miller suffered loss of insurance for an extended period of time, financial loss, financial peace of mind and incalculable damages.

After a period of close to 20 years of paying premiums to LFG, Mr. Miller Srs. disability, and the fact that LFG refused to honor a policy underwritten by LFG, Mr. Miller Sr. seeks a monetary award in the amount of \$122,000.

We ask for \$72,000 which is estimated to be the replacement value of the premiums Mr. Miller would have been entitled to if the Rider agreement would have been honored up until Mr. Miller's 80th birthday or death, and we ask this Court for an award of an additional \$50,000 for punitive damages for the breach and for attorney fees as Mr. Miller comes to the Court with clean hands and in no way played a part in having to seek legal recourse for the breaching party's actions.

Wherefore, we pray that judgment be entered against LFG for an amount of \$122,000 and we ask the Court to entertain any and all other relief as the Court sees fit.

Humbly Submitted,

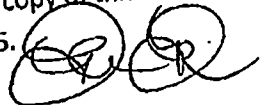

Brent Barbour, Esq.

Virginia Bar #86467

434-420-5990

Certificate of Service

I, Brent Barbour, Esq. do solemnly swear that I have mailed first class USPS, a true and exact copy of this complaint to LFG at 9030 Stony Point Parkway, Ste. 590, Richmond, Virginia 23235.



VALIDATE CASE PAPERS
RCPT : 16000016007
DATE : 08/17/16 TIME: 14:58
CASE : 680016000623-00
ACCT : MILLER, GARY K SR
AMT. : \$308.00

9/11/14's Exhibit A

Lincoln Financial Group

Universal Life UL3
Form 88-135
Flexible Premium Adjustable
Endowment at Age 95
Life Insurance Illustration

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

Presented by: Lincoln Financial Group - VDD
Issued 02/28/1994

Benefit(s)
UNIVERSAL LIFE
Disability Waiver

Class
Non-Tobacco-User

Protection
\$150,000 B-Level

Age
40M
40M

Yr Issue
1
1

Yrs Run
55
25

The initial illustrated premium is \$308.87 paid monthly.

END OF YEAR PROJECTED VALUES

Yr	Premium End			Loan Repaymt	Interest Or Credited To Loan	Interest Charged To Loan	Net Cost	Based On Guaranteed Charges And Interest At 4.50%				Based On Non-Guar Current Charges And Int At 4.50%		
	Outlay For Yr	Of Withdrwl For Yr	Year					Total Loan	Surr Value	Policy Value	Death Benefit	Surr Value	Policy Value	Death Benefit
19	3398	59		0	199	321	122	4707	1609	6316	142257	2252	6960	142257
20	3706	60		0	215	375	161	5083	3144	8227	141891	4532	9616	141891
21	3706	61		0	229	229	0	5312	4936	10240	141652	7082	12394	141652
22	3706	62		0	239	239	0	5551	6654	12205	141413	9673	15224	141413
23	3706	63		0	250	250	0	5801	8275	14077	141163	12289	18091	141163
24	3706	64		0	261	261	0	6063	9767	15830	140901	14952	21016	140901
25	3706	65		0	273	273	0	6336	11099	17435	140628	17667	24003	140628
26	3706	66		0	285	285	0	6621	12462	19084	140343	20545	27166	140343
27	3706	67		0	298	298	0	6919	13620	20540	140045	23454	30374	140045
28	3706	68		0	312	312	0	7231	14540	21771	139733	26404	33636	139733
29	3706	69		0	326	326	0	7557	15185	22742	139407	29357	36914	139407
30	3706	70		0	340	340	0	7897	15809	23407	139067	32369	40267	139067
31	3706	71		0	356	356	0	8253	15441	23694	138711	35393	43647	138711
32	3706	72		0	372	372	0	8625	14891	23516	138339	38453	47078	138339
33	3706	73		0	388	388	0	9013	13740	22753	137951	41533	50546	137951
34	3706	74		0	406	406	0	9419	11836	21256	137545	44638	54057	137545
35	3706	75		0	424	424	0	9843	9004	18848	137121	47762	57606	137121
36	3706	76		0	443	443	0	10287	5057	16345	136677	50898	61186	136677
37	28850	77		0	463	463	0	10750	0	0	0	53281	64031	136214
38	21690	78		0	484	484	0	11234	0	0	0	54854	66089	135730
39	21690	79		0	506	506	0	11740	0	0	0	56289	68030	135224
40	21690	80		0	529	529	0	12269	0	0	0	57562	69832	134695
41	21690	81		0	553	553	0	12822	0	0	0	58541	71363	134142
42	21690	82		0	578	578	0	13399	0	0	0	59314	72714	133565
43	21690	83		0	604	604	0	14003	0	0	0	59815	73819	132951
44	21690	84		0	631	631	0	14634	0	0	0	59941	74576	132330
45	21690	85		0	659	659	0	15293	0	0	0	59664	74958	131671
46	21690	86		0	689	689	0	15982	0	0	0	58831	74813	130982
47	21690	87		0	720	720	0	16702	0	0	0	57479	74181	130262
48	21690	88		0	752	752	0	17454	0	0	0	55320	72774	129510
49	21690	89		0	786	786	0	18240	0	0	0	52272	70512	128724

Based on Guaranteed values the coverage expires in year 37 month 11.

@ The premium has been decreased in order to comply with IRS Guidelines.

Non-guaranteed benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the Company. Actual results may be more or less favorable.

This is an illustration, not a contract, and is not complete without all pages.

Lincoln Financial Group

Universal Life UL3 Form 88-135 Flexible Premium Adjustable Endowment at Age 95 Life Insurance Illustration

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

Presented by: Lincoln Financial Group - VDD
Issued 02/28/1994

END OF YEAR PROJECTED VALUES

Yr	Premium End		Loan Repaymt	Interest Credited To Loan	Interest Charged To Loan	Net Cost	Total Loan	Based On Guaranteed Charges And Interest At 4.50%			Based On Non-Guar Current Charges And Int At 4.50%		
	Outlay For Year	Of Withdrwl For Year						Surr Value	Policy Value	Death Benefit	Surr Value	Policy Value	Death Benefit
50	21690	90	0	822	822	0	19062	0	0	0	48279	67341	127902
51	21690	91	0	859	859	0	19920	0	0	0	43142	63063	127044
52	21690	92	0	897	897	0	20817	0	0	0	36467	57285	126147
53	21690	93	0	938	938	0	21755	0	0	0	27739	49494	125209
54	21690	94	0	980	980	0	22735	0	0	0	16286	39022	124229
55	21690	95	0	1024	1024	0	23759	0	0	0	743	24503	123205

Based on Guaranteed values the coverage expires in year 37 month 11.

@ The premium has been decreased in order to comply with IRS Guidelines.

Non-guaranteed benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the Company. Actual results may be more or less favorable.

This is an illustration, not a contract, and is not complete without all pages.

IMPORTANT NOTICE:

We are happy to provide inforce illustrations as a courtesy to our customers. Please recognize that illustrations do not change the terms of your existing policy. If you discover an informational error in the illustration, we can supply a correct one. Contact your agent or Lincoln Financial Group at 1-800-487-1488.

Lincoln Financial Group

Universal Life UL3 Form 88-135 Flexible Premium Adjustable Endowment at Age 95 Life Insurance Illustration

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EXPLANATION OF ILLUSTRATED BENEFITS

Universal Life UL3

A universal life insurance product that combines life insurance protection with a policy value that earns interest on a tax-deferred basis. There is no fixed premium requirement. You may vary the amount and timing of your payments, within certain minimum and maximum premium limits. You may increase the amount of life insurance protection (subject to evidence of insurability) or decrease it (subject to minimums) after the policy has been in force one year. Withdrawals of policy value or decreases in life insurance protection may generate taxable income.

This policy has been assumed by The Lincoln National Life Insurance Company.

The above assumes \$ 4,467.46 as the beginning fund balance and assumes \$ 12,072.93 as the total premiums paid, less any withdrawals, to date and begins showing premiums as of the next premium due date on or after 3/21/2012.
The above assumes a loan balance of \$4,386.07.

Activity

Yr 14 mth 4, 3036.00 decrease in insurance amount; occurring 1 year.

Disability Waiver Benefit Rider

In the event that you become totally disabled for a period of at least four or more consecutive months and such disability occurs before the policy anniversary nearest your 65th birthday, this rider provides that monthly deductions for insurance costs, administrative fees and the costs of any other benefits or coverages will be waived for the period indicated below.

1. If your disability begins before age 60, monthly deductions will be waived while you are disabled.
2. If your disability begins between ages 60 and 63, monthly deductions will be waived while you are disabled up to age 65.
3. If your disability begins between ages 63 and 65, monthly deductions due during the next 24 months will be waived while you are disabled.

The policy value remains intact during your disability and continues to accumulate on a tax-deferred basis at the interest rate then in effect. Deductions made during the initial four-month waiting period will be restored to the policy value. The cost for this benefit is deducted monthly from the policy value.

Lincoln Financial Group

Universal Life UL3 Form 88-135 Flexible Premium Adjustable Endowment at Age 95 Life Insurance Illustration

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

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Issued 02/28/1994

DEFINITIONS OF IMPORTANT TERMS

Class: This illustration assumes the policy is issued with the following classification(s):

Client: Non-Tobacco-User

The actual underwriting class will be assigned when the application is reviewed in accordance with the Company's underwriting standards. If the policy's actual underwriting class differs from that shown above, premiums and/or values will vary from those illustrated. If so, you will receive a revised illustration.

Protection: The amount of insurance provided by each illustrated benefit and rider. See the Explanation of Illustrated Benefits page of this illustration for more information. Death Benefit Option B is a level death benefit option. Under this option, the amount payable at death is the larger of the policy face amount or a percentage of the policy value. At higher ages, depending upon the policy value which has accumulated, the death benefit can exceed the face amount.

Age: The covered individual's age as of the birthday nearest the issue date of the benefit or rider.

Yr Issue: The policy year in which the benefit or rider coverage begins.

Yrs Run: The number of policy years for which the benefit or rider coverage continues.

Expiration Year(s): Based on illustrated premiums, guaranteed charges and guaranteed interest, coverage will cease in the policy year shown beneath the "Guaranteed Death Benefit" column. Assuming illustrated premiums, current charges and current interest rate, coverage will cease in the year shown beneath the "Non-Guaranteed Current Death Benefit" column.

GENERAL INFORMATION

Non-Guaranteed Values

This illustration assumes that the currently illustrated non-guaranteed elements will continue unchanged for all years shown. This is not likely to occur, and actual results may be more or less favorable than those shown. If actual results are less favorable, the policy owner may need to pay higher premiums than those shown, or resume premium outlays during years in which zero premium outlay is shown.

7-Pay Premium

This in-force illustration does not test for the Modified Endowment Contract (MEC) limitation. Such testing was done when the policy was originally issued and will be re-done at the Home Office at the time of any change. Under current tax law, premiums that exceed the MEC limit could subject the policy to taxation of cash withdrawals or loans.

Tax Advice

This illustration does not provide tax advice. We recommend you discuss the tax implications of this policy with your tax advisor.

This illustration was prepared for presentation in Virginia.

Lincoln Financial Group

Universal Life UL3
Form 88-135
Flexible Premium Adjustable
Endowment at Age 95
Life Insurance Illustration

Prepared for: GARY K MILLER SR
Male Age 40

Policy Number JP4294798

Presented by: Lincoln Financial Group - VDD
Issued 02/28/1994

DEFINITIONS OF COLUMN HEADINGS

Yr: The policy year or duration since issue of the policy.

Premium Outlay for Year: The total premium assumed to be paid each policy year. There is no fixed premium requirement, but there are upper and lower premium limits. The following premiums are based on the illustrated coverage amount at issue; later changes to the policy's benefits, whether illustrated or not, may alter the policy's premium limits.

The upper premium limit is the sum of Guideline Level Premiums for all years to that point or the Guideline Single Premium, whichever is greater. Guidelines are limits imposed by the Internal Revenue Service to prevent the policy from losing the tax advantages of life insurance.

For the first 180 policy months, the minimum monthly premium is the higher of \$.00 or the amount required to maintain a positive policy value. After 180 policy months, the minimum premium is the amount required to maintain a positive surrender value.

You may vary the amount and timing of your planned premium payments as long as the minimum premium requirements are met. This may include the termination of premium payments if policy values are sufficient to pay policy charges.

Charges will be deducted from the policy value in all years. The policy value must be adequate to cover all charges if the policy is to remain in force.

End of Yr Age: The insurance age, which is the insured's age as of the birthday nearest the policy's issue date, plus the number of years since issue.

Withdrawl for Year: The amount of cash disbursement from the policy value in the year shown.

Loan or Repayment: The amount borrowed from the policy value, or if a negative number the amount of debt repaid, in the year shown. Loans are illustrated as of the beginning of the year.

Interest Charged to Loan; Interest Credited to Loan: The interest charged on policy loans is 8% per annum and that portion of the policy value is currently being credited with 4.50%, for a 3.50% net cost. Beginning in policy year 11, up to 10% of the net policy value may be borrowed each year as a "Preferred Loan" with a "zero net cost" feature. The interest rate charged and credited on Preferred Loans is equal to the guaranteed interest rate. After 20 policy years, all policy values are available with the zero net cost feature.

Net Cost: The difference between the interest charged and credited to the loan in the year shown.

Total Loan: The total amount of policy debt including interest accumulated through the year shown.

Surrender Value: The amount of money the policy owner can receive at the end of the year shown by canceling the policy. The surrender value is equal to the policy value minus any surrender charge and any policy loans.

Surrender values reflect loan activity as shown on the Loan Summary.

Policy Value: The amount of the policy's fund at the end of the year shown. The policy's interest credits are based on this amount.

Lincoln Financial Group

**Universal Life UL3
Form 88-135
Flexible Premium Adjustable
Endowment at Age 95
Life Insurance Illustration**

Prepared for: **GARY K MILLER SR**
Male Age 40

Policy Number **JP4294798**

Presented by: **Lincoln Financial Group - VDD**
Issued **02/28/1994**

DEFINITIONS OF COLUMN HEADINGS

Death Benefit: The amount payable assuming the death of the primary insured at the end of the policy year shown.

Death benefits reflect loan activity as shown on the Loan Summary.

At age 95, the company will pay to the insured an endowment benefit equal to the surrender value.

Based On Guaranteed Charges and Interest at 4.50%: The amount charged for life insurance coverage is limited to the maximum amount per \$1,000 printed in the policy. The interest rate credited on policy values cannot be less than 4.50% per year. The Surrender Value, Policy Value and Death Benefit in this section assume that the maximum charges apply and that only the guaranteed interest rate is credited for all projected years.

Based On Non-Guaranteed Current Charges and Interest at 4.50%: The Surrender Value, Policy Value and Death Benefit in this section are not guaranteed. They assume that the current charges for life insurance coverage and the illustrated interest rate continue unchanged for all years shown. This is not likely to occur. The assumptions on which these values are based are subject to change by the Company. Actual results may be more or less favorable.

The Company currently charges less for life insurance coverage than the maximum amount per \$1,000 printed in the policy.

Lincoln Financial Group

**Universal Life UL3
Form 88-135
Flexible Premium Adjustable
Endowment at Age 95
Life Insurance Illustration**

Prepared for: **GARY K MILLER SR**
Male Age 40

Policy Number **JP4294798**

Presented by: **Lincoln Financial Group - VDD**
Issued **02/28/1994**

STATEMENTS TO BE SIGNED

Owner/Applicant

I have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Owner/Applicant Signature

Date

Agent

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

Agent Signature

Date

Presented by: **Lincoln Financial Group - VDD, Infor**
100 N Greene Street
Greensboro, NC 27401

Home Office: **The Lincoln National Life Insurance Company**
100 North Greene Street
P.O. Box 21008
Greensboro, NC 27420

Signed illustration must be submitted with application.

Exhibit B

COMMONWEALTH OF VIRGINIA

JACQUELINE K. CUNNINGHAM
COMMISSIONER OF INSURANCE
STATE CORPORATION COMMISSION
BUREAU OF INSURANCE



P.O. BOX 1157
RICHMOND, VIRGINIA 23218
TELEPHONE: (804) 371-9741
TDD/VOICE: (804) 371-9206
www.scc.virginia.gov/boi

July 8, 2015

Gary K. Miller
208 Chesterfield Rd
Lynchburg VA 24502-2731

File Number: 91164

Dear Mr. Miller:

This letter is in follow up to your recent inquiry to our office regarding Patrick Horne, and your information to him regarding your disability, and your disability policy through Lincoln National Life Insurance Company (Lincoln National). We have reviewed the responses from the agent and from Lincoln National, and can now offer the following.

Lincoln National maintains its position in regard to your previous complaint matter, and that your policy became over loaned and was no longer able to sustain the same amount of premium that you continued to submit. The company further maintains that you did have a Disability Waiver Benefit Rider on your policy, subject to the terms of the Rider. The Rider states that upon receipt of "due proof of the total disability of the insured, the monthly deductions for this policy will be waived. The company; however, never received any documentation about your disability.

In regard to the agent's statement, Mr. Horne states that you never told him about your disability. More specifically, his exact words are "One thing I can say with conviction is that I want you to please let the record reflect this person never told me about any kind of "Disability" – impending, existing or otherwise – ever." It is important to note that your statement and Mr. Horne's statement are not in agreement; as such, we are not certain of the facts regarding this matter and our office cannot make a determination. Please also realize that matters relating to statements of fact are handled in a court of law, and not by this office. To pursue matters regarding the agent's statement, please contact an attorney and be guided by any legal advice provided.

Mr. Miller, we spoke on the phone, and it appears that your disability occurred prior to January 2014, or prior to the lapse in your policy. Lincoln National indicates that they are sending disability forms out for you and your doctor to complete; however, if you have not received the forms by the time you receive this letter please contact our office. Lincoln National's response implied that the policy lapsed before your disability; however, this is questionable at this time.

Our review is now complete; however, please submit the disability forms to our office as soon as possible. We trust that we have been of assistance to you.

Sincerely,

Billie D. White
Billie D. White, FLMI, AIE, ACS
Senior Insurance Market Examiner
Life and Health Division
Telephone No. (804) 371-9393
Toll-Free (877) 310-6560
Fax (804) 371-9944

COVER SHEET FOR FILING CIVIL ACTIONS

COMMONWEALTH OF VIRGINIA

Case No.

(CLERK'S OFFICE USE ONLY)

Circuit Court

PLAINTIFF(S)

DEFENDANT(S)

I, the undersigned ☐ plaintiff ☐ defendant ☐ attorney for ☐ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

Subsequent Actions

- ☐ Claim Impleading Third Party Defendant
☐ Monetary Damages
☐ No Monetary Damages
☐ Counterclaim
☐ Monetary Damages
☐ No Monetary Damages
☐ Cross Claim
☐ Interpleader
☐ Reinstatement (other than divorce or driving privileges)
☐ Removal of Case to Federal Court

Business & Contract

- ☐ Attachment
☐ Confessed Judgment
☐ Contract Action
☐ Contract Specific Performance
☐ Detinue
☐ Garnishment

Property

- ☐ Annexation
☐ Condemnation
☐ Ejectment
☐ Encumber/Sell Real Estate
☐ Enforce Vendor's Lien
☐ Escheatment
☐ Establish Boundaries
☐ Landlord/Tenant
☐ Unlawful Detainer
☐ Mechanics Lien
☐ Partition
☐ Quiet Title
☐ Termination of Mineral Rights

Tort

- ☐ Asbestos Litigation
☐ Compromise Settlement
☐ Intentional Tort
☐ Medical Malpractice
☐ Motor Vehicle Tort
☐ Product Liability
☐ Wrongful Death
☐ Other General Tort Liability

ADMINISTRATIVE LAW

- ☐ Appeal/Judicial Review of Decision of (select one)
☐ ABC Board
☐ Board of Zoning
☐ Compensation Board
☐ DMV License Suspension
☐ Employee Grievance Decision
☐ Employment Commission
☐ Local Government
☐ Marine Resources Commission
☐ School Board
☐ Voter Registration
☐ Other Administrative Appeal

DOMESTIC/FAMILY

- ☐ Adoption
☐ Adoption - Foreign
☐ Adult Protection
☐ Annulment
☐ Annulment - Counterclaim/Responsive Pleading
☐ Child Abuse and Neglect - Unfounded Complaint
☐ Civil Contempt
☐ Divorce (select one)
☐ Complaint - Contested*
☐ Complaint - Uncontested*
☐ Counterclaim/Responsive Pleading
☐ Reinstatement - Custody/Visitation/Support/Equitable Distribution
☐ Separate Maintenance
☐ Separate Maintenance Counterclaim

WRITS

- ☐ Certiorari
☐ Habeas Corpus
☐ Mandamus
☐ Prohibition
☐ Quo Warranto

PROBATE/WILLS AND TRUSTS

- ☐ Accounting
☐ Aid and Guidance
☐ Appointment (select one)
☐ Guardian/Conservator
☐ Standby Guardian/Conservator
☐ Custodian/Successor Custodian (UTMA)
☐ Trust (select one)
☐ Impress/Declare
☐ Reformation
☐ Will (select one)
☐ Construe
☐ Contested

MISCELLANEOUS

- ☐ Appointment (select one)
☐ Church Trustee
☐ Conservator of Peace
☐ Marriage Celebrant
☐ Bond Forfeiture Appeal
☐ Declaratory Judgment
☐ Declare Death
☐ Driving Privileges (select one)
☐ Reinstatement pursuant to § 46.2-427
☐ Restoration - Habitual Offender or 3rd Offense
☐ Expungement
☐ Firearms Rights - Restoration
☐ Forfeiture of U.S. Currency
☐ Freedom of Information
☐ Injunction
☐ Interdiction
☐ Interrogatory
☐ Judgment Lien-Bill to Enforce
☐ Law Enforcement/Public Official Petition
☐ Name Change
☐ Referendum Elections
☐ Sever Order
☐ Taxes (select one)
☐ Correct Erroneous State/Local
☐ Delinquent
☐ Vehicle Confiscation
☐ Voting Rights - Restoration
☐ Other (please specify)

☒ Damages in the amount of \$ 122,000 are claimed.

DATE

PRINT NAME

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

COMMONWEALTH OF VIRGINIA



LYNCHBURG CIRCUIT COURT
Civil Division
900 COURT STREET P. O. BOX 4
LYNCHBURG VA 24505
(434) 455-2620

Virginia:
In the LYNCHBURG CIRCUIT COURT

Proof of Service

Case number: 680CL16000623-00
Service number: 001
Service filed: August 17, 2016
Judge:

Served by: RICHMOND CITY
Style of case: GARY K MILLER SR vs LINCOLN FINANCIAL GROUP
Service on: LINCOLN FINANCIAL GROUP
9030 STONY POINT PARKWAY
STE 590
RICHMOND VA 23235
Attorney: BARBOUR, BRENT

Instructions:

Returns shall be made hereon, showing service of Summons issued Wednesday, August 17, 2016 with a copy of the Complaint filed Wednesday, August 17, 2016 attached.

Hearing date :

Service issued: Wednesday, August 17, 2016

~~For Sheriff Use Only~~

FILED IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF THE CITY OF LYNCHBURG

DATE 9-19-16 TIME 10:30A M.
TESTE: EUGENE C. WINGFIELD, CLERK

BY: De Dep. Clerk

NAME <u>Sane as from</u>	
<input type="checkbox"/> PERSONAL SERVICE	
Being unable to make personal service, a copy was delivered in the following manner:	
<input checked="" type="checkbox"/> Delivered to person found in charge of usual place of business or employment during business hours and giving information to its purport. <u>Street Relationship / sales manager</u>	
<input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above giving information of its purport. List name, age of recipient and relation of recipient to party named above.	
<input type="checkbox"/> Posted on the front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
Served on officer or managing employee who is not an officer of the corporation.	
<input type="checkbox"/> Evicted	<input type="checkbox"/> Not Evicted
<input type="checkbox"/> Served on registered agent	<input type="checkbox"/> Affidavit attached
<input type="checkbox"/> Not found	
<input type="checkbox"/> NO EFFECTS FOUND	
DATE <u>9-13-16</u>	DEPUTY SHERIFF <u>Sgt. S. T. Jr.</u> FOR Sheriff C. T. Woody, Jr. City of Richmond

FILED IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF THE CITY OF LYNCHBURG

DATE 10/4/16 TIME 1:53p M.
TESTE: EUGENE C. WINGFIELD, CLERK

BY: JMM Dep. Clerk

Case 6:16-cv-00057-NKM-RSB Document 10 Filed 10/13/16 Page 38 of 38 Pageid#: 98